

Multnomah County Official Records
R Weldon, Deputy Clerk

2013-095042



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CITY OF PORTLAND
Office of the City Auditor
1221 SW Fourth Avenue, Room 130
Portland, OR 97204-1900

P/O KCalvert

I hereby certify this Ordinance No. 186055 to be a complete and exact copy of the original as the same appears on file and of record in my office and in my care and custody on July 8, 2013.

LaVonne Griffin-Valade
Auditor of the City of Portland
By *J Anderson*
Deputy

47

ORDINANCE No. 186055

*Authorize the Bureau of Transportation to execute real property deeds in the amount of \$1,202,453 in Transportation System Development Charge Overlay Credits required for construction of the New Water Avenue Project; indemnify Oregon Museum of Science and Industry and the Oregon Department of Energy; authorize the naming and renaming of segments of SE Water Avenue; and authorize transfer of real property to TriMet (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. City Council authorized the relocation of SE Water Avenue as betterment to the Portland to Milwaukie Light Rail Project in Ordinance No. 185578, passed on August 29, 2012.
2. Ordinance No. 185579, also passed by City Council on August 29, 2012 authorized the City to enter into an "Agreement Regarding Property Transactions for Relocation of SE Water Avenue" ("The Agreement"), specifically Provision No. 7, the "City's Responsibilities" allows the City to accept permanent and temporary easements from Oregon Museum of Science and Industry (OMSI) and Portland Opera Association (Opera).
3. As part of The Agreement, attached as Exhibit 1, the City will acquire from OMSI, fee title to certain parcels of land in order to relocate existing easements and facilities from the new segment of SE Water Avenue to newly acquired fee parcels for the benefit of the project, the Oregon Pacific Railroad, and Portland General Electric. Provision 7d of The Agreement requires the transfer of the fee parcels to Tri-County Metropolitan Transportation District of Oregon (TriMet) for asset management.
4. Per The Agreement, compensation for the newly acquired property rights will be in the form of Transportation System Development Charge Overlay Credits (SDC). Credits totaling \$1,202,453 will be issued to OMSI and Opera upon completion of the construction of the new segment of SE Water Avenue.
5. The SDC credits will be issued and monitored by the SDC Program Manager.
6. OMSI and the State of Oregon, acting by and through its Department of Energy, as an interest holder in portions of the OMSI property, require that the City indemnify them for use of the temporary construction easement area as described in Exhibit 6 attached hereto.
7. The new street segment will be named SE Water Avenue and pursuant to City Code 17.93.050, a portion of existing SE Water Avenue will be renamed SE 2nd Place in order to eliminate confusion.

8. Costs for staff time associated in the acquisition of the easements and processing this ordinance are being charged to the Portland to Milwaukie Light Rail Project FY 2012/13 Budget, SAP No. T00138.C46.

NOW, THEREFORE, the Council directs:

- a. That the Bureau of Transportation Director or designee is hereby authorized to execute the easements and the Bargain and Sale Deed in substantially the same form as the attached Exhibits 2 through 6 for the purposes described in Section 1 of this Ordinance.
- b. That the Bureau of Transportation is hereby authorized to issue SDC certificates totaling \$1,202,453 for the acquisition of OMSI and Opera property rights.
- c. That the new segment of street described and depicted on Exhibits 2 and 5 is hereby named SE Water Avenue.
- d. That the existing segment of SE Water Avenue described as follows, is hereby renamed SE 2nd Place:

That portion of SE Water Avenue lying between the north right-of-way line of SE Caruthers Street and the north line Block 34, in the duly recorded Plat of "Map of Stephens' Addition to East Portland" EXCEPTING THEREFROM that portion of right-of-way described in Document No. 2011-034501 lying north of the south line of said Block 34 as depicted on Exhibit 7 attached hereto and by this reference made a part hereof.

- e. That the Bureau of Transportation is hereby authorized to quitclaim the fee parcels to TriMet as described on Exhibit 4 per The Agreement, via separate deed.
- f. That the Auditor shall return a certified copy of this Ordinance to the Right-of-Way Acquisition Section (RWA), Bureau of Transportation, for recording in the Multnomah County Deed Records; RWA shall return the original recorded Ordinance to the Auditor and retain a copy in the R/W File No. 7358.

Section 2. The Council declares that an emergency exists because of the risk of potential intervening encumbrances to the title for the affected properties and to preserve the project's current schedule; therefore, this Ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **MAY 29 2013**

Mayor Charlie Hales
Prepared by: Dee A. Walker:slg
Date Prepared: May 2, 2013v2
RW # 7358

LaVonne Griffin-Valade

Auditor of the City of Portland

By

Susan Persons

Deputy

EXHIBIT 1

AGREEMENT REGARDING PROPERTY TRANSACTIONS FOR RELOCATION OF SE WATER AVENUE

AGREEMENT REGARDING PROPERTY TRANSACTIONS FOR RELOCATION OF SE WATER AVENUE (this "Agreement") is effective when signed by all Parties ("Effective Date"), and is made by and between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a mass transit district ("TriMet"), the CITY OF PORTLAND, acting by and through its BUREAU OF TRANSPORTATION ("City"), OREGON MUSEUM OF SCIENCE & INDUSTRY ("OMSI"), PORTLAND OPERA ("Opera"), PORTLAND GENERAL ELECTRIC COMPANY ("PGE") and OREGON PACIFIC RAILROAD ("OPR"). Collectively, these entities are the "Parties," and individually they are each a "Party".

RECITALS

- A. On or about March 28, 2011, TriMet, City of Portland Bureau of Transportation, Portland Development Commission, City of Portland Bureau of Environmental Services, OMSI, and Opera entered into a Memorandum of Understanding for the Design and Construction of Relocated SE Water Avenue ("MOU"). That MOU is attached to this Agreement as Exhibit A. These parties are separately negotiating a subsequent agreement to formalize that MOU. That agreement is separate from this Agreement, but will be executed prior to construction of the relocated SE Water Avenue.
- B. In that MOU, TriMet agreed to assist the Parties in preparing certain legal descriptions and other materials necessary to effect the relocation of SE Water Avenue (aka "New Water Avenue"). Specifically, TriMet was tasked to assist in relocating certain PGE poles from their current location on OMSI and Opera properties to their relocated location just east of New Water Avenue. This effort resulted in TriMet also assisting in relocating OPR's railroad tracks from their current location on OMSI and Opera properties to their relocated location just east of New Water Avenue.
- C. TriMet has researched the titles of the relevant properties, has prepared the appropriate conveyance documents to the best of its knowledge, and has structured a sequence by which the documents should be executed and, where appropriate, recorded.
- D. The Parties now desire to enter into this Agreement to coordinate the various executions and, where appropriate, recordation of the property transactions necessary to relocate PGE's poles and OPR's tracks to their relocated sites.

NOW, THEREFORE, in consideration of the foregoing recitals, which are fully incorporated into the agreement of the Parties, and in consideration of the terms, covenants, and conditions set forth below, and the benefits to be derived therefrom by the Parties, the Parties agree as follows:

AGREEMENT

1. List of the Transactional Documents.

The Parties agree that the following is the list of property documents necessary to relocate PGE and OPR to their new respective locations, which locations are shown in Exhibit B, which is attached hereto and incorporated by this reference:

- a. Easement between OPR and OMSI for relocated site ("OPR-OMSI Easement")
- b. Quitclaim from OPR to OMSI for old site ("OPR-OMSI Quitclaim")
- c. Easement between PGE and OMSI for relocated site ("PGE-OMSI Easement")
- d. Release of old easement between PGE and OMSI ("Release of PGE-OMSI Old Easement")
- e. Quitclaim from PGE to OMSI for only the location of New Water Avenue ("PGE-OMSI Quitclaim")
- f. Easement between PGE and Opera for relocated site ("PGE-Opera Easement")
- g. Release of old easement between PGE and Opera ("Release of PGE-Opera Old Easement")
- h. Quitclaim from OPR to Opera for old site ("OPR-Opera Quitclaim")

2. List of the Sequence of Events.

The Parties agree that to effect the intent of the MOU and to achieve the goals as stated in the MOU, the following is the sequence of events that must occur, in chronological order:

- a. Within a reasonable period of time, but in no event later than thirty (30) days after all Parties have signed this Agreement, unless otherwise agreed to in writing by the Parties, the following documents will be recorded:
 - (i) OPR-OMSI Easement
 - (ii) PGE-OMSI Easement
 - (iii) PGE-Opera Easement
- b. Within a reasonable period of time after the date the OPR-OMSI Easement is recorded, OPR, with TriMet's assistance, shall begin relocating its tracks to its

new site. The relocation must be complete by May 30, 2012, unless otherwise agreed to in writing by the Parties.

- c. Within a reasonable period of time after the date the PGE-OMSI Easement and PGE-Opera Easements are recorded, PGE shall begin relocating its poles to these new Easements at either TriMet's or the City's reimbursement expense (poles "D" and "Y" being TriMet's reimbursement expense, and poles "B," "X," and "C" being the City's reimbursement expense), but in no event not later than August 2012, unless otherwise agreed to in writing by the Parties. PGE shall complete the relocation by December 31, 2012 unless otherwise agreed to in writing by the Parties. PGE shall also remove the existing towers on the PGE-OMSI Old Easement, and restore the Old Easement areas to their pre-Old Easement existing condition.
- d. Within a reasonable time after PGE has completed relocation of its poles under the new PGE-OMSI Easement and the new PGE-Opera Easement, but not later than December 31, 2012, unless otherwise agreed to in writing by the Parties, the following documents will be recorded:

- (i) Release of PGE-OMSI Old Easement
- (ii) PGE-OMSI Quitclaim
- (iii) Release of PGE-Opera Old Easement
- (iv) OPR-OMSI Quitclaim
- (v) OPR-Opera Quitclaim

3. **OMSI's Responsibilities.**

OMSI agrees that it shall:

- (a) Grant to PGE the new PGE-OMSI Easement in a form acceptable to PGE and OMSI. OMSI shall do all things reasonably necessary to have the Easement executed and recorded within thirty (30) days after all Parties have signed this Agreement, unless otherwise agreed to in writing by the Parties. OMSI shall not impose nor seek to impose on PGE any responsibility for pre-existing environmental contamination of the Property or Easement, nor for any environmental contamination of the Property caused by OMSI or any third party.
- (b) Grant the PGE-OMSI Easement to PGE at no monetary cost to PGE.

- (c) Accept the Release of the PGE-OMSI Old Easement.
- (d) Accept the OPR-OMSI Quitclaim.
- (e) Accept the PGE-OMSI Quitclaim.
- (f) Sell in fee to City the two parcels necessary for location of OPR's tracks, in a form acceptable to City. Dedicate to City, for right-of-way purposes, unencumbered permanent easements for those parcels that will become the New Water Avenue, in a form reasonably acceptable to City. Sell to City a temporary construction easement for construction of New Water Avenue. OMSI's choice of compensation for all property rights conveyed to City will either be a combination of vacated rights-of-way and Transportation System Development Charge Credits ("SDC Credits"), or a like value of just SDC Credits. The choice of compensation option is at OMSI's sole and reasonable discretion. If the compensation amount exceeds the maximum SDC Credits approved for this project, the City and OMSI may consider other forms of consideration for the balance of the compensation. The form of compensation will be mutually agreed upon by both OMSI and the City. The fair market value of the property conveyed, and the amount of SDC Credits paid to OMSI for the conveyance of such property will be determined before the execution of documents transferring the property, and before the actual transfer of the property, but in no event will the fair market value of the property to be conveyed by OMSI be determined or agreed to later than June 30, 2012, unless another date is mutually agreed to by City and OMSI. OMSI understands that the SDC Credits expire 10 years after issuance, but that the SDC Credits may be sold or transferred to another entity at any time during that 10 year period.

OMSI recognizes that TriMet has prepared the documents listed in Paragraph 1 with the information that was available to TriMet. However, OMSI shall be responsible to verify that the documents pertaining to it are accurate and sufficient to effect the property conveyances.

4. Opera's Responsibilities.

Opera agrees that it shall:

- (a) Grant to PGE the new PGE-Opera Easement in a form acceptable to PGE and Opera. Opera shall do all things reasonably necessary to have the Easement executed and recorded within thirty (30) days after all Parties have signed this Agreement, unless otherwise agreed to in writing by the Parties. PGE shall not have or assume any responsibility for pre-existing environmental contamination of the property subject to the PGE-Opera Easement or for any environmental contamination of such property caused by Opera or any third party. Opera shall not impose nor seek to impose on PGE any responsibility for pre-existing environmental contamination of the Property or Easement, nor for any environmental contamination of the Property caused by Opera or any third party.

- (b) Grant the PGE-Opera Easement to PGE at no monetary cost to PGE.
- (c) Accept the Release of the PGE-Opera Old Easement.
- (d) Accept the OPR-Opera Quitclaim.
- (e) Dedicate to City, for right-of-way purposes, an unencumbered permanent easement for the New Water Avenue, in a form reasonably acceptable to City. Opera's compensation for the easement will be in the form of SDC Credits. Sell to City a temporary construction easement for construction of New Water Avenue. If the compensation amount exceeds the maximum SDC Credits approved for this project, the City and Opera may consider other forms of consideration for the balance of the compensation. The form of compensation will be mutually agreed upon by both Opera and the City. The fair market value of the property conveyed, and the amount of SDC Credits paid to Opera for the conveyance of such permanent easement and temporary construction easement will be determined before the execution of documents transferring the property, and before actual transfer of the property, but in no event will the fair market value of the property to be conveyed by Opera be determined or agreed to later than June 30, 2012 unless another date is mutually agreed to by City and Opera. Opera understands that the SDC Credits expire 10 years after issuance, but that the SDC Credits may be sold or transferred to another entity at any time during that 10 year period.

Opera recognizes that TriMet has prepared the documents listed in Paragraph 1 with the information that was available to TriMet. However, Opera shall be responsible to verify that the documents pertaining to it are accurate and sufficient to effect the property conveyances.

5. PGE's Responsibilities.

PGE agrees that it shall:

- (a) Enter into the PGE-OMSI Easement in a form acceptable to PGE and OMSI. PGE shall do all things reasonably necessary to have the Easement executed and recorded within thirty (30) days after all Parties have signed this Agreement, unless otherwise agreed to in writing by the Parties.
- (b) Enter into the PGE-Opera Easement in a form acceptable to PGE and Opera. PGE shall do all things reasonably necessary to have the Easement executed and recorded within thirty (30) days after all Parties have signed this Agreement, unless otherwise agreed to in writing by the Parties.
- (c) Within a reasonable period of time after the date the PGE-OMSI Easement and PGE-Opera Easements are recorded, PGE shall begin relocating its poles to these new Easements at either TriMet's or the City's reimbursement expense (poles "D" and "Y" being TriMet's reimbursement expense, and poles "B," "X," and

"C" being the City's reimbursement expense),, but in no event not later than August 2012, unless otherwise agreed to in writing by the Parties. PGE shall complete the relocation by December 31, 2012, unless otherwise agreed to in writing by the Parties. PGE shall also remove the existing towers on the PGE-OMSI Old Easement, and restore the Old Easement areas to their pre-Old Easement existing condition.

- (d) Within a reasonable time after PGE has completed relocation of its poles under the new PGE-OMSI Easement and the new PGE-Opera Easement, but not later than December 31, 2012, unless otherwise agreed to in writing by the Parties, PGE shall execute the following documents, and reasonably assist in their recordation:
 - (i) Release of PGE-OMSI Old Easement
 - (ii) PGE-OMSI Quitclaim
 - (iii) Release of PGE-Opera Old Easement
- (e) Notwithstanding anything to the contrary contained in this Agreement, PGE shall not be obligated to execute or record the Release of PGE-OMSI Old Easement, the PGE-OMSI Quitclaim, or the Release of PGE-Opera Old Easement unless and until the PGE-OMSI Easement and the PGE-Opera Easement have been executed and recorded, and the relocation of the poles to the new Easement properties have been completed.
- (f) Submit for reimbursement the actual cost of relocation of poles "B," "X," and "C" to City, and submit for reimbursement the actual cost of relocation of poles "D" and "Y" to TriMet.

PGE recognizes that TriMet has prepared the documents listed in Paragraph 1 with the information that was available to TriMet. However, PGE shall be responsible to verify that the documents pertaining to it are accurate and sufficient to effect the property conveyances.

6. OPR's Responsibilities.

OPR agrees that it shall:

- (i) Enter into the OPR-OMSI Easement in a form acceptable to OPR and OMSI. OPR shall do all things reasonably necessary to have the Easement executed and recorded within thirty (30) days after all Parties have signed this Agreement, unless otherwise agreed to in writing by the Parties.

(ii) Execute and record the OPR-OMSI Quitclaim and the OPR-Opera Quitclaim prior to June 30, 2012.

(iii) Assist TriMet in relocating its tracks to the relocated sites, so that the relocation of all the necessary tracks and appurtenances occurs no later than May 30, 2012, unless otherwise agreed to in writing by the Parties.

OPR recognizes that TriMet has prepared the documents listed in Paragraph 1 with the information that was available to TriMet. However, OPR shall be responsible to verify that the documents pertaining to it are accurate and sufficient to effect the property conveyances.

7. City's Responsibilities.

City agrees that it shall:

(a) Pay for the relocation of PGE's poles "B", "X", and "C" within thirty (30) days of receipt of a proper invoice from PGE.

(b) Acquire or accept from OMSI, as appropriate, permanent easements for right-of-way purposes, fee title to parcels that will be encumbered with OPR and PGE easements, and a temporary construction easement for New Water Avenue. OMSI's choice of compensation for all property rights conveyed to City will either be a combination of vacated rights-of-way and SDC Credits or a like value of just SDC Credits. The choice of compensation option is at OMSI's sole and reasonable discretion. If the compensation amount exceeds the maximum SDC Credits approved for this project, the City and OMSI may consider other forms of consideration for the balance of the compensation. The form of compensation will be mutually agreed upon by both OMSI and the City. The fair market value of the property conveyed, and the amount of SDC Credits paid to OMSI for the conveyance of such property will be determined before the execution of documents transferring the property, and before the actual transfer of the property, but in no event will the fair market value of the property to be conveyed by OMSI be determined or agreed to later than June 30, 2012, unless another date is mutually agreed to by City and OMSI. OMSI understands that the SDC Credits expire 10 years after issuance, but that the SDC Credits may be sold or transferred to another entity at any time during that 10 year period.

(c) Acquire or accept from Opera, as appropriate, a permanent easement for right-of-way purposes and a temporary construction easement for New Water Avenue. In exchange, City will provide to Opera with SDC Credits. If the compensation amount exceeds the maximum credits approved for this project, the City and Opera may consider other forms of consideration for the balance of the compensation. The form of compensation will be mutually agreed upon by both Opera and the City. The fair market value of the property conveyed, and the amount of SDC Credits paid to Opera for the conveyance of such permanent easement and temporary construction easement will be determined before the

execution of documents transferring the property, and before actual transfer of the property, but in no event will the fair market value of the property to be conveyed by Opera be determined or agreed to later than June 30, 2012 unless another date is mutually agreed to by City and Opera. Opera understands that the SDC Credits expire 10 years after issuance, but that the SDC Credits may be sold or transferred to another entity at any time during that 10 year period.

- (d) Upon completion of construction of New Water Avenue, quitclaim to TriMet the property needed to operate OPR's new tracks and to locate PGE's poles "X" and "C". City will donate the property to TriMet. City will reserve a public walkway easement over portions of the underground PGE pole foundations in order to construct and maintain a sidewalk up to the base of the pole foundations.

City recognizes that TriMet has prepared the documents listed in Paragraph 1 with the information that was available to TriMet. However, City shall be responsible to verify that the documents pertaining to it are accurate and sufficient to effect the property conveyances.

8. TriMet's Responsibilities.

- (a) Pay for the relocation of poles "D" and "Y" within thirty (30) days of the receipt of a proper invoice from PGE, unless otherwise agreed to in writing by the Parties.
- (b) TriMet will acquire the necessary right-of-way required for construction of New Water Avenue in the vicinity of Pole "B", and within a reasonable time after construction of New Water Avenue, will dedicate said unencumbered right-of-way to City. TriMet will also donate a public walkway easement over portions of the underground Pole B foundation so that City may construct and maintain a sidewalk up to the base of the pole foundation.
- (c) With OPR's assistance, relocate the OPR tracks from the Old Easement Property to the New Easement Property by May 30, 2012, unless otherwise agreed to in writing by the Parties. Pay for the relocation of OPR's tracks and appurtenances to the relocated site.
- (d) Accept the quitclaim deed from City for that property needed to operate OPR's new tracks, and needed to locate PGE's poles "X", and "C".
- (e) Pay for the recordation of all of the documents listed in Paragraph 1.
- (f) Dedicate to City the necessary right-of-way required for construction of New Water Avenue where it would intersect with the Portland-Milwaukie Light Rail Transit line. TriMet will deliver to City a street dedication free from electric transmission and railroad easements for the New Water Avenue right-of-way, in a form reasonably acceptable to City.

- (g) In the event TriMet requires PGE to relocate any of its facilities from their initial location within the PGE-Opera Easement and/or the PGE-OMSI Easement, TriMet shall bear the expense of such relocation, including without limitation, the cost of obtaining third party easement rights reasonably acceptable to PGE and shall promptly reimburse PGE for all such expenses. This obligation must survive the expiration or termination of this Agreement and must remain fully enforceable in accordance with its terms in perpetuity.

9. General Provisions

9.1 Term.

This Agreement is effective, subject to any conditions listed, when executed by all of the Parties, and terminates when the obligations agreed to by the Parties have been fully performed.

9.2 Waiver and Nonwaiver.

A waiver by one Party of a right to a remedy for breach of this Agreement by the other Party will not be deemed to waive the right to a remedy for a subsequent breach by the other Party. Except as otherwise expressly provided in the Agreement, the signing and execution of this Agreement does not waive any of the legal rights of either Party.

The Parties having had the opportunity to consult an attorney regarding the provisions of this Agreement, the Parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the Party that drafted the ambiguous provision.

9.3 No Other Representations.

The Parties acknowledge that no other party, nor agent, nor attorney of any other party, has made any promised, representation or warranty, express or implied not contained in this Agreement concerning the subject matter of this Agreement to induce this Agreement, and the Parties acknowledged that they have not executed this Agreement in reliance upon any such promise, representation, or warranty not contained in this Agreement.

9.4 Severability/Survivability.

If any of the provisions contained in this Agreement are held by a court of law or arbitrator to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired, and the Parties shall negotiate an equitable adjustment of this Agreement so that the purposes of this Agreement are effected.

9.5 Assignment and Subcontracting.

No Party may assign any of its rights under this Agreement without the prior written consent of the other Parties. Any attempted assignment of rights or delegation of duties by a Party without the written consent of the other Parties will be void.

9.6 Section Headings and Other Titles.

The Parties agree that the section headings and other titles used in this Agreement are for convenience only, and are not to be used to interpret this Agreement.

9.7 Authority.

The representatives signing on behalf of the Parties certify they are duly authorized by the Party for whom they sign to make this Agreement.

9.8 No Third-Party Beneficiaries.

The Parties listed in the preamble are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.

9.9 Mediation.

The Parties, prior to any litigation, shall attempt to settle any dispute arising out of this Agreement, or the breach thereof, through mediation in the City of Portland, Oregon. The Parties will attempt to agree on a single mediator. The cost of mediation shall be shared equally. If the parties agree on a mediator, the mediation must be held within 60 days of selection of the mediator unless the Parties otherwise agree to a different schedule. If, within a commercially reasonable period of time, the Parties cannot agree on a mediator, or the matter is not settled during mediation, the Parties will have all other remedies available at law or in equity.

9.10 Entire Agreement; Amendments.

This Agreement, including the Recitals and all exhibits incorporated herein, constitutes the final and exclusive agreement between the Parties. There are no understandings, agreements, or oral or written representations not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement may bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver will be effective only in the specific instance and for the specific purpose given. The Parties, by the signatures of their authorized representatives below, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

9.11 Further Assurances.

Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties.

9.12 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute only one agreement.

9.13 Covenants binding on Successors and Assigns.

All of the terms, conditions, and covenants of this Agreement must inure to the benefit of and be binding upon the successors and assigns of the respective Parties.

9.14 Controlling Agreement.

In the event of any conflict between any other part of the MOU and/or the agreement referenced in Recital A and this Agreement, the terms and conditions of this Agreement control.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

CITY

OMSI

By: _____

By: _____

Date: _____

Date: _____

OPR

TRIMET

By: _____

By: D Blocher

Daniel W. Blocher, P.E., Executive Director

Date: _____

Date: 5-22-12

OPERA

PGE

(22)

By: _____ By: WJH

Date: _____ Date: 5/18/12

APPROVED AS TO FORM

City

OMSI

OPR
Brian A. Carr

TRIMET

OPERA

PGE

EXHIBIT 2

Grantor's Name & Address:
Portland Opera Association, Inc.
211 SE Caruthers Street
Portland, OR 97214

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that **Portland Opera Association, Inc.**, an Oregon nonprofit corporation, ("Grantor"), for other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), the receipt whereof is hereby acknowledged, hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right-of-way purposes in the real property, being particularly described as follows ("Subject Property"):

As described on Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof.

Contains 4,863 square feet, more or less.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever.

- A. Grantor represents that to the best of its knowledge after appropriate inquiry under the circumstances, the Subject Property is in compliance with all local, State and Federal environmental laws and regulations.
- B. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the Subject Property, and disclosed any known report, investigation, survey, or environmental assessment regarding the Subject Property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- C. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the Subject Property.

R/W # 7358-3570

1S1E03DD TL 500

After Recording Return to:

Dee A. Walker, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- D. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that the Grantor is not attempting to convey any such liability.
- E. The Grantor, its successors and assigns, agree to defend, indemnify and hold harmless the City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from the presence or release of hazardous substances onto or from the Subject Property. This provision shall not apply to a release of hazardous substances onto or from the Subject Property caused by the officers, agents or employees of the City. Any action taken pursuant to this provision shall not constitute an admission of liability or waiver of any defenses to liability.
- F. Grantor represents and warrants that it has the authority to grant this easement, that the Subject Property is free from all liens and encumbrances that would materially affect the easement grant, and that Grantor and its successors will defend the same to the City against all claims and demands of all persons whomsoever.
- G. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said Subject Property or property rights.
- H. Pursuant to the Memorandum of Understanding (MOU) signed by Grantor on February 18, 2011, compensation for the property rights granted to the City will be in the form of \$160,479 credits in the Innovation Quadrant Transportation System Development Charge Overlay Credits Program (TSDC).
- I. TSDC Credits will be issued to Grantor upon substantial completion of new SE Water Avenue.

The remainder of this Section is intentionally left blank

IN WITNESS WHEREOF, Portland Opera Association, Inc., an Oregon nonprofit corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Jeff Evershed as Vice President and Kathleen Lewis as Secretary, this 27 day of September, 2012.

PORTLAND OPERA ASSOCIATION, INC., AN OREGON
NONPROFIT CORPORATION

By: [Signature]
Vice President

By: [Signature]
Secretary

STATE OF OREGON

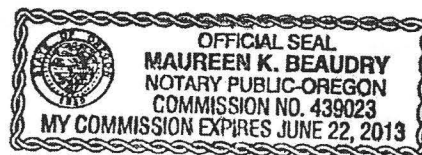
County of Multnomah

This instrument was acknowledged before me on September 27, 2012,
by Jeff Evershed as Vice President, and Kathleen Lewis
as Secretary, of Portland Opera Association, Inc., an Oregon nonprofit corporation.

Maureen K. Beaudry
Notary Public for Oregon
My Commission expires 06-22-2013

Approved as to form:

[Signature]
City Attorney



Approved:

Director or designee

Jack Carlson
Otak, Inc.
1/16/2012

RW #7358-3570

Portland Opera
SE Water Avenue
1S1E03DD 500

Exhibit "A"

PERMANENT RIGHT OF WAY

A tract of land in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, to wit:

That portion of Lot 2, PORTLAND GENERAL ELECTRIC STATION L, described as follows:

Beginning at the southeast corner of said Lot 2, which corner bears North, a distance of 404.10 feet, and West, a distance of 78.97 feet from the southeast corner of said Section 3; thence N.88°12'34"W. along the south line of said Lot 2, a distance of 63.03 feet to a point of nontangent curvature; thence northeasterly along the arc of a 32.50 foot radius curve to the left (the radius point of which bears N.01°47'26"E.) through a central angle of 94°41'02", a distance of 53.71 feet (chord bears N.44°26'55"E., a distance of 47.80 feet); thence N.02°53'36"W., a distance of 25.38 feet to the point of curve left of a 587.50 foot radius curve; thence along the arc of said curve left through a central angle of 05°37'41", a distance of 57.71 feet (chord bears N.05°42'26"W., a distance of 57.68 feet); thence N.08°31'17"W., a distance of 25.07 feet; thence S.87°08'18"E., a distance of 29.78 feet to the easterly line of said Lot 2; thence S.17°00'47"E. along said easterly line, a distance of 46.38 feet; thence continuing along said easterly line, S.01°47'26"W., a distance of 97.84 feet to the Point of Beginning.

The tract of land to which this description applies contains 4,863 square feet, more or less.

Bearings are based on the Oregon Coordinate System of 1983, north zone.

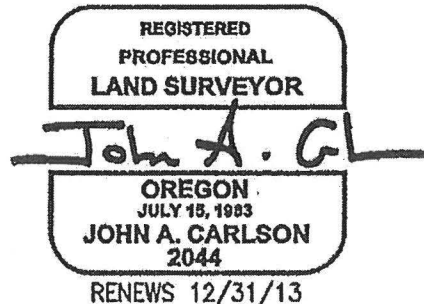
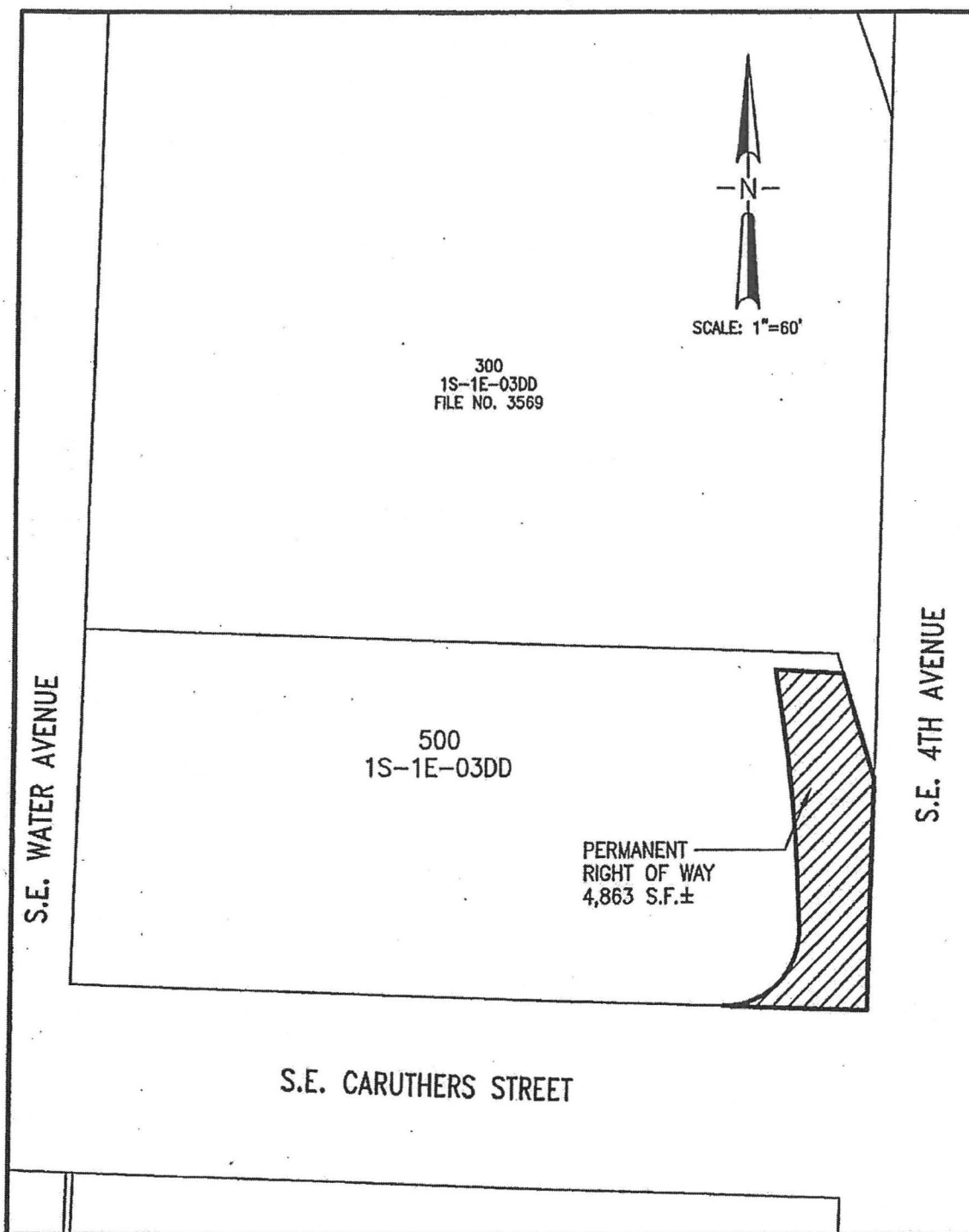


EXHIBIT B



| | | | | | |
|---|---|---------------------|------------------------|-----------------------|---|
| TRIMET CAPITAL PROJECTS AND FACILITIES DIVISION 710 N.E. HOLLADAY STREET PORTLAND, OREGON 97232 | ACQUISITION SKETCH PORTLAND TO MILWAUKIE LRT TRIMET FILE NO. 4504 CITY OF PORTLAND RW #7358-3570 | | | |  17355 S.W. BOONES FERRY ROAD LAKE OSWEGO, OREGON 97035 (503)635-3618 FAX (503)635-5395 |
| | DATE 1/16/2012 | REVISION NO. 000 | DRAWN BY J. CARLSON | CHECKED BY G. PAUL | |

EXHIBIT 3

Grantor's Name and Address:
Portland Opera Association, Inc.
211 SE Caruthers Street
Portland, OR 97214

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Portland Opera Association, Inc.**, a nonprofit corporation, ("Grantor"), for other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon ("City"), does hereby grant unto said City of Portland, a temporary easement for the purpose of supporting construction activities associated with the SE Water Avenue Project, through, under, over and along the following described parcel ("the Easement Area"):

As described on Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof.

Contains 6,102 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of seven (7) months, commencing no earlier than January 1, 2012 and terminating no later than August 1, 2012.
- B. City agrees to provide Grantor with at least seven (7) days notice prior to commencing work under this easement.
- C. City agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to Grantor's property to the extent practicable.

R/W # 7358-3570

IS1E03DD TL 500

After Recording Return to:

Dee A. Walker, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- D. City will remove the existing asphalt roadway that was constructed in the Easement Area prior to this project and will return the surface to a level grade. Any further restoration work to the Easement Area will be governed by prior agreements between Grantor and the Bureau of Environmental Services.
- E. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- F. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of the City.
- G. Grantor represents and warrants that it has the authority to grant this easement, that the Easement Area is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to the City against the lawful claims and demands of all persons whomsoever.
- H. This easement is granted pursuant to the exercise of the eminent domain power and authority of the City, with the consideration paid by the City accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- I. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the Easement Area is in compliance with all local, State and Federal environmental laws and regulations.
- J. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the property, and disclosed any known report, investigation, survey or environmental assessment regarding the Easement Area. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- K. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- L. City, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.
- M. Pursuant to the Memorandum of Understanding (MOU) signed by Grantor on February 18, 2011, compensation for the property rights granted to the City will be in the form of \$11,747 credits in the Innovation Quadrant Transportation System Development Charge Overlay Credits Program (TSDC).
- N. TSDC Credits will be issued to Grantor upon substantial completion of new SE Water Avenue.

IN WITNESS WHEREOF, Portland Opera Association, Inc., an Oregon nonprofit corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Jeff Evershed as Vice President and Kathleen Lewis as Secretary, this 27 day of September, 2012.

PORTLAND OPERA ASSOCIATION, INC., AN OREGON
NONPROFIT CORPORATION

By: [Signature]
Vice President

By: [Signature]
Secretary

STATE OF OREGON

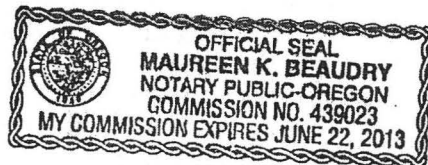
County of Multnomah

This instrument was acknowledged before me on September 27, 2012,
by Jeff Evershed as Vice President, and Kathleen Lewis
as Secretary, of Portland Opera Association, Inc., an Oregon nonprofit corporation.

Maureen K. Beaudry
Notary Public for Oregon
My Commission expires 06-22-2013

APPROVED AS TO FORM:

[Signature]
City Attorney



APPROVED:

Bureau Director or designee

7358-3570\Opera TCE 9-6-12

Jack Carlson
Otak, Inc.
1/16/2012

RW #7358-3570

Portland Opera
SE Water Avenue
1S1E03DD 500

Exhibit "A"

TEMPORARY CONSTRUCTION EASEMENT

A tract of land in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, to wit:

That portion of Lot 2, PORTLAND GENERAL ELECTRIC STATION L, described as follows:

Commencing at the southeast corner of said Lot 2, which corner bears North, a distance of 404.10 feet, and West, a distance of 78.97 feet from the southeast corner of said Section 3; thence N.88°12'34"W. along the south line of said Lot 2, a distance of 63.03 feet to a point of nontangent curvature and the True Point of Beginning of the tract herein described; thence northeasterly along the arc of a 32.50 foot radius curve to the left (the radius point of which bears N.01°47'26"E.) through a central angle of 94°41'02", a distance of 53.71 feet (chord bears N.44°26'55"E., a distance of 47.80 feet); thence N.02°53'36"W., a distance of 25.38 feet to the point of curve left of a 587.50 foot radius curve; thence along the arc of said curve left through a central angle of 05°37'41", a distance of 57.71 feet (chord bears N.05°42'26"W., a distance of 57.68 feet); thence N.08°31'17"W., a distance of 25.07 feet; thence N.87°08'18"W., a distance of 54.32 feet to a point of nontangent curvature; thence southeasterly along the arc of a 265.00 foot radius curve to the left (the radius point of which bears N.77°39'35"E.) through a central angle of 05°18'06", a distance of 24.52 feet (chord bears S.14°59'28"E., a distance of 24.51 feet); thence S.17°38'31"E., a distance of 19.79 feet to the point of curve right of a 295.00 foot radius curve; thence along the arc of said curve right through a central angle of 20°01'29", a distance of 103.10 feet (chord bears S.07°37'46"E., a distance of 102.58 feet) to the south line of said Lot 2; thence S.88°12'34"E. along said south line, a distance of 5.56 feet to the True Point of Beginning.

The tract of land to which this description applies contains 6,102 square feet, more or less.

Bearings are based on the Oregon Coordinate System of 1983, north zone.

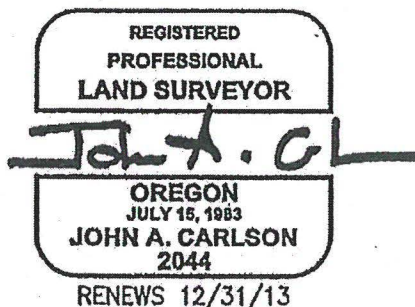
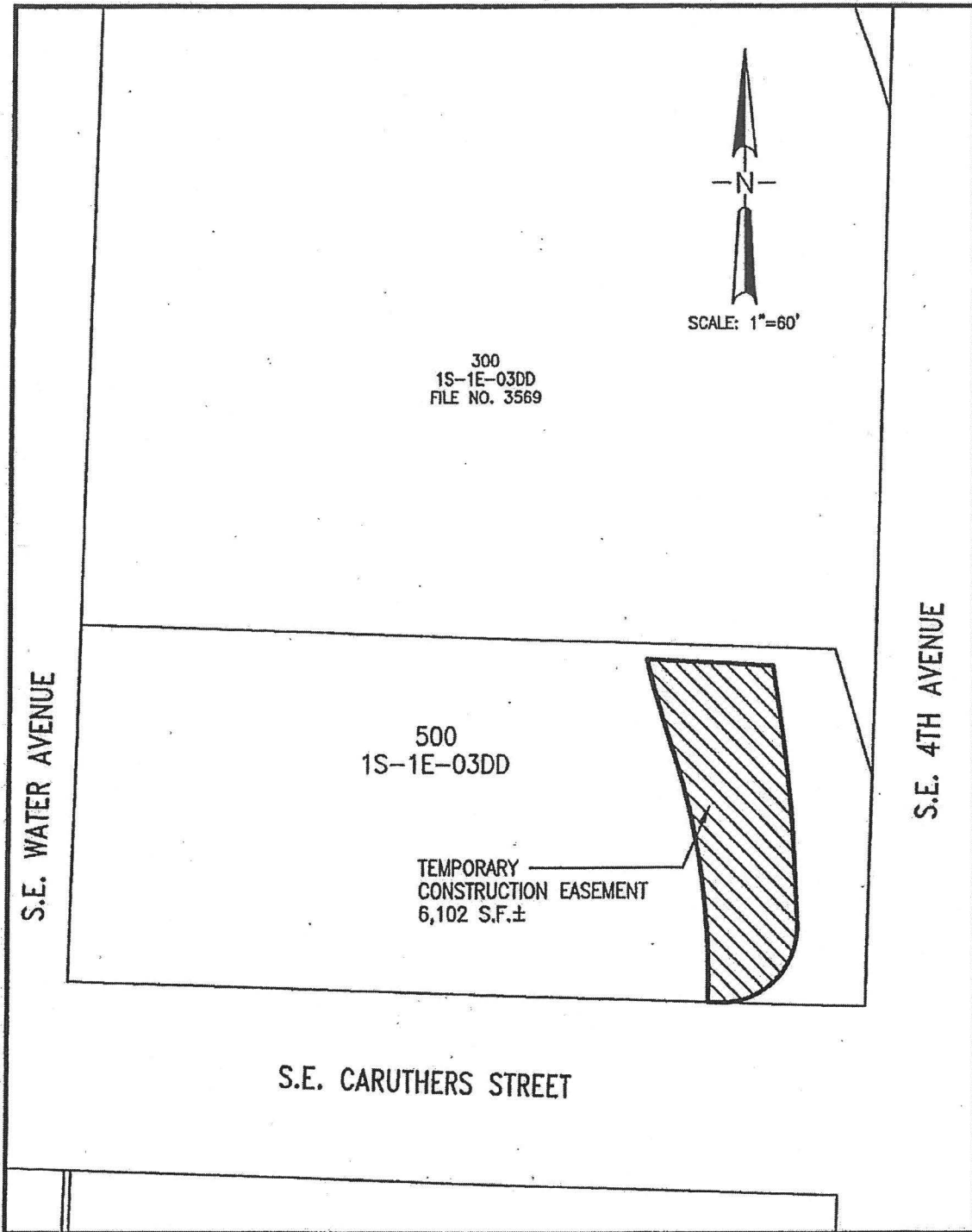


EXHIBIT B



TRIMET
 CAPITAL PROJECTS
 AND
 FACILITIES DIVISION
 710 N.E. HOLLADAY STREET
 PORTLAND, OREGON 97232

ACQUISITION SKETCH
 PORTLAND TO MILWAUKIE LRT
 TRIMET FILE NO. 4507
 CITY OF PORTLAND RW #7358-3570



17355 S.W. BOONES FERRY ROAD
 LAKE OSWEGO, OREGON 97035
 (503)635-3618 FAX (503)635-5395

| | | | |
|-------------------|---------------------|------------------------|-----------------------|
| DATE 1/16/2012 | REVISION NO. 000 | DRAWN BY J. CARLSON | CHECKED BY G. PAUL |
|-------------------|---------------------|------------------------|-----------------------|

EXHIBIT 4

Grantor's Name and Address:

Oregon Museum of Science & Industry
1945 SE Water Avenue
Portland, OR 97214

STATUTORY BARGAIN AND SALE DEED

Oregon Museum of Science and Industry (OMSI), an Oregon non-profit corporation, ("Grantor"), conveys to City of Portland, a municipal corporation of the state of Oregon, ("City"), which purchases pursuant to its eminent domain power and authority, the following described real property, (the "Property"):

As described on Exhibits A1 & A2 and depicted on Exhibits B1 & B2 attached hereto and by this reference made a part hereof.

Contains 13,591 square feet, more or less.

Grantor agrees that the consideration recited herein is just compensation for the Property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of, said Property or property rights.

The true and actual consideration for this conveyance will be in the form of credits in the Innovation Quadrant Transportation System Development Charge Overlay Credits Program pursuant to the Memorandum of Understanding signed by Grantor on February 18, 2011. The amount of TSDC credits for the property rights is \$40,773 (\$3.00 x 13,591 SF).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010. TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF

R/W #7358-3569

1S1E03DD 300

1S1E03D 302

After Recording Return to:

Dee A. Walker, City of Portland

Tax Statement shall be sent to:

1120 SW 5th Ave., Ste 800

Portland, OR 97204

NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

TO HAVE AND TO HOLD, the same to said City and its successors and assigns forever. And said Grantor hereby covenants to and with said City and its successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as specifically set forth herein, and that Grantor will warrant and forever defend the title to said premises against all persons who may lawfully claim the same by, through or under the Grantor.

IN WITNESS WHEREOF, Oregon Museum of Science and Industry Portland, an Oregon nonprofit corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Nancy Stueber, as President, this 10th day of October, 2012.

OREGON MUSEUM OF SCIENCE AND INDUSTRY
An Oregon non-profit corporation

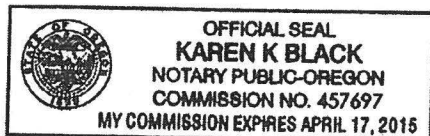
Nancy Stueber
Signature

NANCY STUEBER
Name (print)

President
Title

STATE OF OREGON)
)ss.
County of Multnomah)

This instrument was acknowledged before me on October 10, 2012, by Nancy Stueber (name) as President of Oregon Museum of Science and Industry, an Oregon non-profit corporation.



Karen K. Black
Notary Public for Oregon
My Commission expires: 4/17/2015

Approved as to form:



City Attorney

Approved:

Bureau Director or designee

7358\3569\OMSI B&S Deed-3-9-12

Jack Carlson
Otak, Inc.
3/2/2012

RW #7358-3569

OMSI
SE Water Avenue
1S1E03D 302

EXHIBIT A1

Parcel 1 – FEE

A tract of land lying in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, to wit:

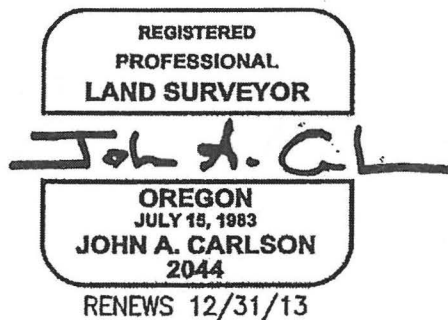
That portion of Block 47, STEPHEN'S ADDITION TO EAST PORTLAND, described as follows:

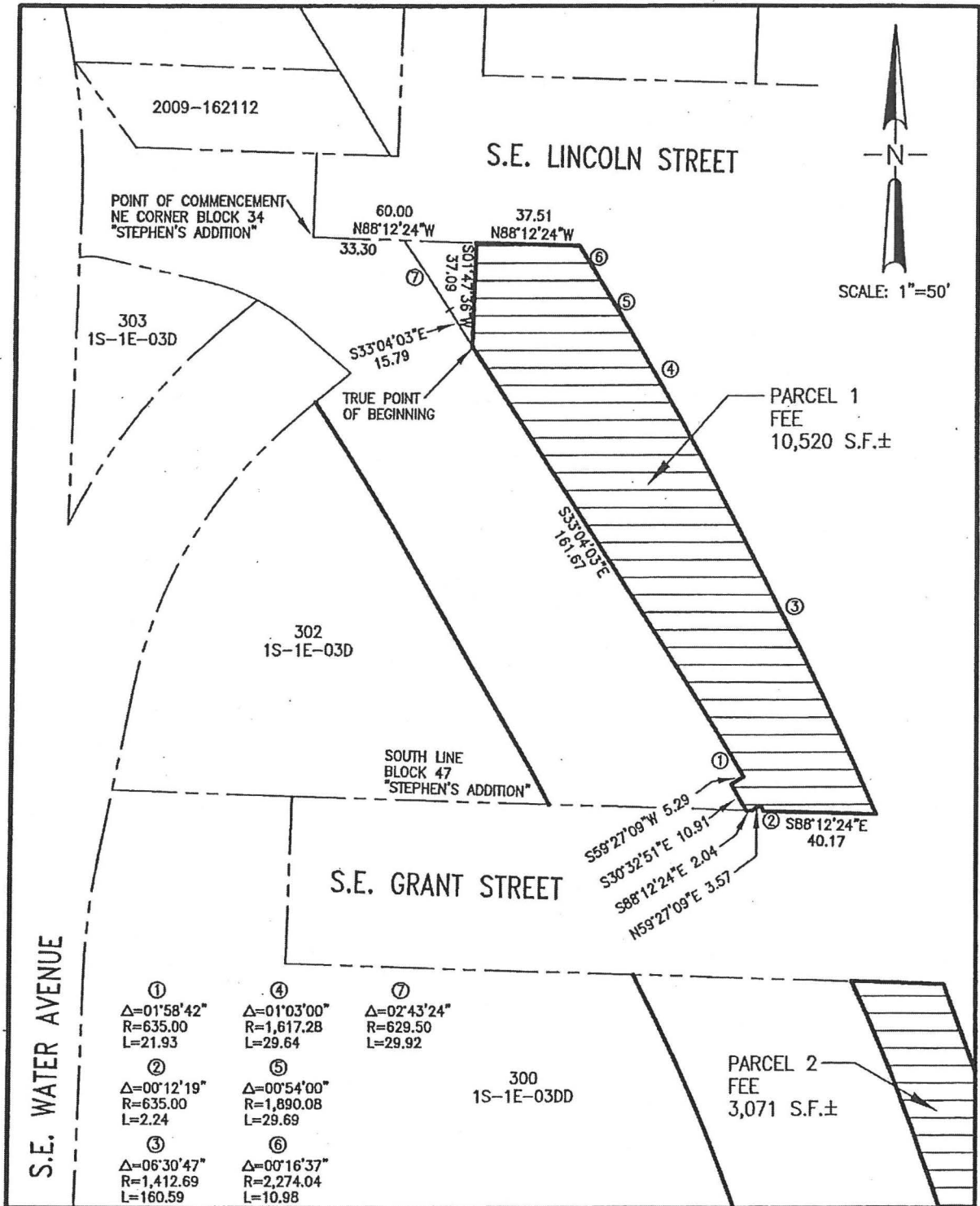
Commencing at the northeast corner of Block 34, STEPHEN'S ADDITION TO EAST PORTLAND; thence S.88°12'24"E. along the north line of vacated S.E. 3rd Avenue, a distance of 33.30 feet; thence leaving said north line and running southeasterly along the arc of a 629.50 foot radius nontangent curve to the right (the radius point of which bears S.54°12'33"W.) through a central angle of 02°43'24", a distance of 29.92 feet (chord bears S.34°25'45"E., a distance of 29.92 feet); thence S.33°04'03"E., a distance of 15.79 feet to the easterly line of vacated S.E. 3rd Avenue and the **True Point of Beginning** of the tract herein described; thence continuing S.33°04'03"E., a distance of 161.67 feet to the point of curve right of a 635.00 foot radius curve; thence along the arc of said curve right through a central angle of 01°58'42", a distance of 21.93 feet (chord bears S.32°04'42"E., a distance of 21.93 feet); thence S.59°27'09"W., a distance of 5.29 feet; thence S.30°32'51"E., a distance of 10.91 feet to the south line of said Block 47; thence S.88°12'24"E. along said south line, a distance of 2.04 feet; thence leaving said south line, N.59°27'09"E., a distance of 3.57 feet to a point of nontangent curvature; thence southeasterly along the arc of a 635.00 foot radius curve to the right (the radius point of which bears S.59°59'38"W.) through a central angle of 00°12'09", a distance of 2.24 feet (chord bears S.29°54'18"E., a distance of 2.24 feet) to the south line of said Block 47; thence S.88°12'24"E. along said south line, a distance of 40.17 feet to the westerly line of that property described as Parcel 4 in that Warranty Deed to Portland Railway Light and Power Company, recorded on December 28, 1928 in Book 1165, Page 149, Multnomah County Deed Records; thence tracing said westerly line along the following courses: northwesterly along the arc of a 1,412.69 foot radius nontangent curve to the left (the radius point of which bears S.66°31'35"W.) through a central angle of 06°30'47", a distance of 160.59 feet (chord bears N.26°43'50"W., a distance of 160.50 feet) to the point of curve left of a 1,617.28 foot radius curve; thence along the arc of said curve left through a central angle of 01°03'00", a distance of 29.64 feet (chord bears N.30°30'43"W., a distance of 29.64 feet) to the point of curve left of a 1,890.08 foot radius curve; thence along the arc of said curve left through a central

angle of $00^{\circ}54'00''$, a distance of 29.69 feet (chord bears $N.31^{\circ}29'13''W.$, a distance of 29.69 feet) to the point of curve left of a 2,272.04 foot radius curve; thence along the arc of said curve left through a central angle of $00^{\circ}16'37''$, a distance of 10.98 feet (chord bears $N.32^{\circ}04'31''W.$, a distance of 10.97 feet) to the north line of said Block 47; thence $N.88^{\circ}12'24''W.$ along said north line, a distance of 37.51 feet to the northwest corner of said Block 47; thence $S.01^{\circ}47'36''W.$ along the easterly line of vacated S.E. 3rd Avenue, a distance of 37.09 feet to the True Point of Beginning.

The tract of land to which this description applies contains 10,520 square feet, more or less.

Bearings are based on the Oregon Coordinate System of 1983, north zone.





TRIMET

CAPITAL PROJECTS
AND
FACILITIES DIVISION
710 N.E. HOLLADAY STREET
PORTLAND, OREGON 97232

EXHIBIT B1
PORTLAND TO MILWAUKIE LRT
TRIMET FILE NO. 4501
CITY OF PORTLAND RW #7358-3569

| DATE | REVISION NO. | DRAWN BY | CHECKED BY |
|----------|--------------|------------|------------|
| 3/2/2012 | 003 | J. CARLSON | G. PAUL |



17355 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503)635-3618 FAX (503)635-5395

Jack Carlson
Otak, Inc.
3/2/2012

RW #7358-3569

OMSI
SE Water Avenue
1S1E03DD 300

EXHIBIT A2

Parcel 2 – FEE

A tract of land lying in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, to wit:

That portion of Lot 4, PORTLAND GENERAL ELECTRIC STATION L described as follows:

Commencing at a point which bears North, a distance of 665.99 feet, and West, a distance of 137.47 feet from the southeast corner of said Section 3; thence S.80°17'18"E., a distance of 67.30 feet to the east line of said Lot 4; thence N.01°47'26"E. along said east line, a distance of 24.25 feet to the **True Point of Beginning** of the tract herein described; thence leaving said east line, S.78°15'57"W., a distance of 5.00 feet; thence N.11°44'03"W., a distance of 12.00 feet; thence N.78°15'57"E., a distance of 6.70 feet to a point of nontangent curvature; thence northwesterly along the arc of a 682.50 foot radius curve to the left (the radius point of which bears S.77°45'47"W.) through a central angle of 12°50'30", a distance of 152.97 feet (chord bears N.18°39'28"W., a distance of 152.65 feet) to the north line of said Lot 4; thence S.88°12'24"E. along said north line, a distance of 33.48 feet to the westerly line of that property described as Parcel 5 in that Warranty Deed to Portland Railway Light and Power Company, recorded on December 28, 1928 in Book 1165, Page 149, Multnomah County Deed Records; thence southeasterly tracing said westerly line, on the arc of a 1,412.69 foot radius nontangent curve to the right (the radius point of which bears S.69°11'20"W.) through a central angle of 02°19'54", a distance of 57.49 feet (chord bears S.19°38'43"E., a distance of 57.48 feet) to the east line of said Lot 4; thence S.01°47'36"W. along said east line, a distance of 101.58 feet to the **True Point of Beginning**.

The tract of land to which this description applies contains 3,071 square feet, more or less.

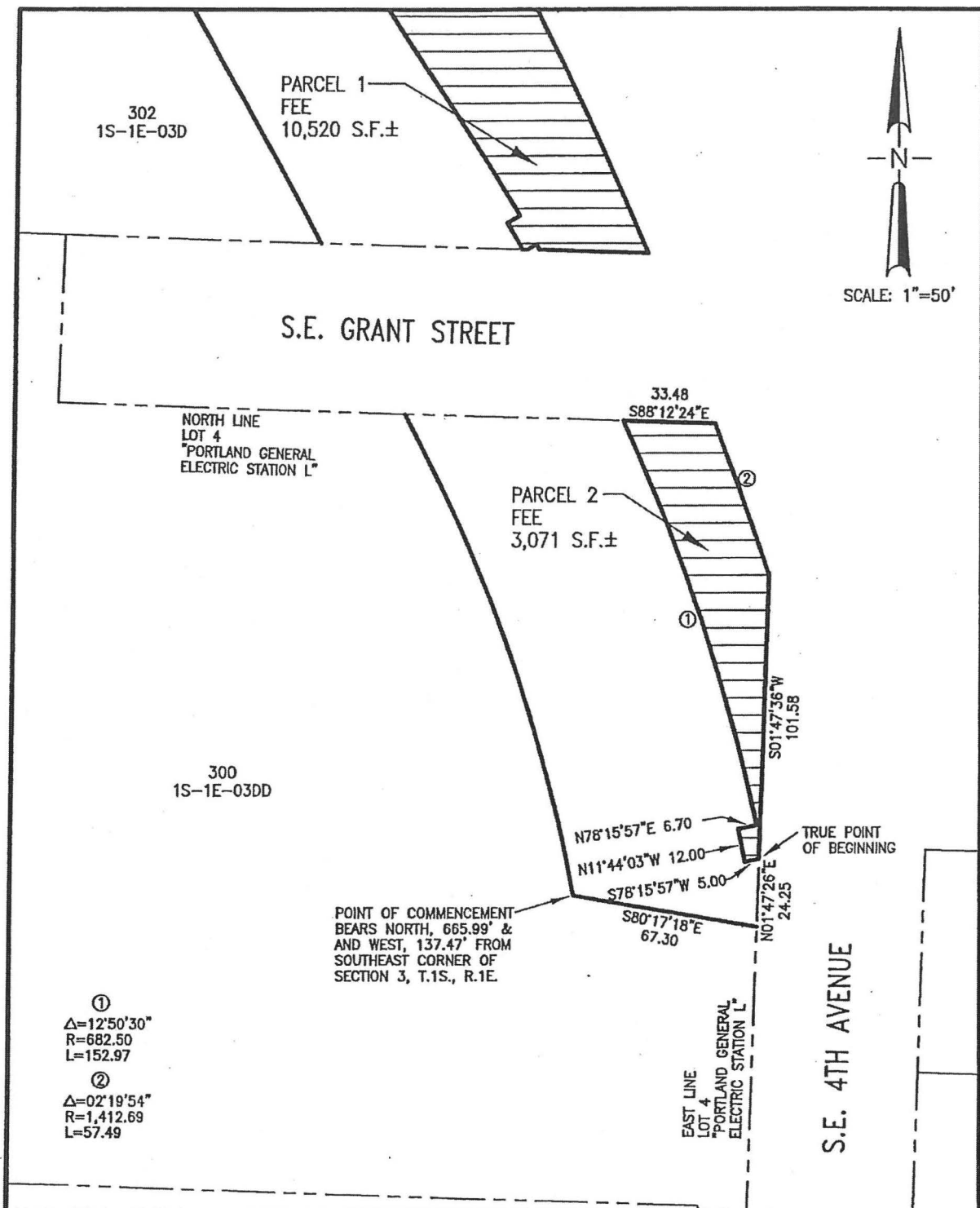
Bearings are based on the Oregon Coordinate System of 1983, north zone.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

John A. Carlson

OREGON
JULY 15, 1983
JOHN A. CARLSON
2044

RENEWS 12/31/13




| | | | | | |
|---|---|---------------------|------------------------|-----------------------|---|
| TRIMET CAPITAL PROJECTS AND FACILITIES DIVISION 710 N.E. HOLLADAY STREET PORTLAND, OREGON 97232 | EXHIBIT B2 PORTLAND TO MILWAUKIE LRT TRIMET FILE NO. 4501 CITY OF PORTLAND RW #7358-3569 | | | |  17355 S.W. BOONES FERRY ROAD LAKE OSWEGO, OREGON 97035 (503)635-3618 FAX (503)635-5395 |
| | DATE 3/2/2012 | REVISION NO. 003 | DRAWN BY J. CARLSON | CHECKED BY G. PAUL | |

EXHIBIT 5

Grantor's Name and Address:

Oregon Museum of Science & Industry
1945 SE Water Avenue
Portland, OR 97214

DEED FOR RIGHT-OF-WAY PURPOSES

KNOW ALL PERSONS BY THESE PRESENTS, that **Oregon Museum of Science & Industry, an Oregon non-profit corporation**, ("Grantor"), for other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon, ("City"), hereby conveys unto the City of Portland, which purchases pursuant to its eminent domain power and authority, an easement for public street and right of way purposes, over, under, and across the real property being particularly described as follows ("Subject Property"):

As described on Exhibits A1 & A2 and depicted on Exhibits B1 & B2 attached hereto and by this reference made a part hereof.

Contains 30,767 square feet, more or less.

TO HAVE AND TO HOLD, the same easement to the City of Portland for the uses and purposes aforesaid forever.

- A. It is understood and agreed that the City, by accepting this dedication, is not accepting any liability for any release of hazardous substances onto or from the Subject Property, and that Grantor is not attempting to convey any such liability.
- B. Grantor represents and warrants that it has the authority to grant this easement.
- C. Grantor agrees that the consideration recited herein is just compensation for the Subject Property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said subject property or property rights.
- D. Pursuant to the Memorandum of Understanding signed by Grantor on February 18, 2011, compensation for the property rights granted to the City will be in the form of credits in the Innovation Quadrant Transportation System Development Charge Overlay Credits Program (TSDC). The amount of TSDC credits for the property rights is \$893,310.

R/W #7358-3569

1S1E03DD 300

1S1E03D 302

After Recording Return to:

Dee A. Walker, City of Portland

Tax Statement shall be sent to:

1120 SW 5th Avenue, 8th Floor

Tax Statement shall be sent to: No Change

IN WITNESS WHEREOF, Oregon Museum of Science and Industry Portland, an Oregon nonprofit corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Nancy Stueber, as President, this 10th day of October, 2012.

OREGON MUSEUM OF SCIENCE AND INDUSTRY

An Oregon non-profit corporation

Nancy Stueber
Signature

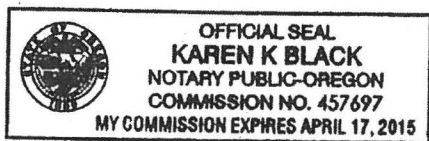
NANCY STUEBER
Name (print)

President
Title

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on October 10, 2012, by Nancy Stueber (name) as President of Oregon Museum of Science and Industry, an Oregon non-profit corporation.



Karen K. Black
Notary Public for Oregon
My Commission expires: April 17, 2015

Approved as to form:

[Signature]
City Attorney

Approved:

Bureau Director or designee

Jack Carlson
Otak, Inc.
3/2/2012

RW #7358-3569

OMSI
SE Water Avenue
1S1E03D 302

EXHIBIT A1

Parcel 1 – PERMANENT RIGHT OF WAY

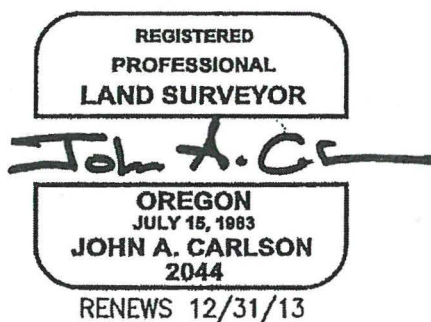
A tract of land lying in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, including portions of Blocks 34 and 47, STEPHEN'S ADDITION TO EAST PORTLAND, and those portions of vacated S.E. 3rd Avenue and S.E. Lincoln Street inuring thereto, to wit:

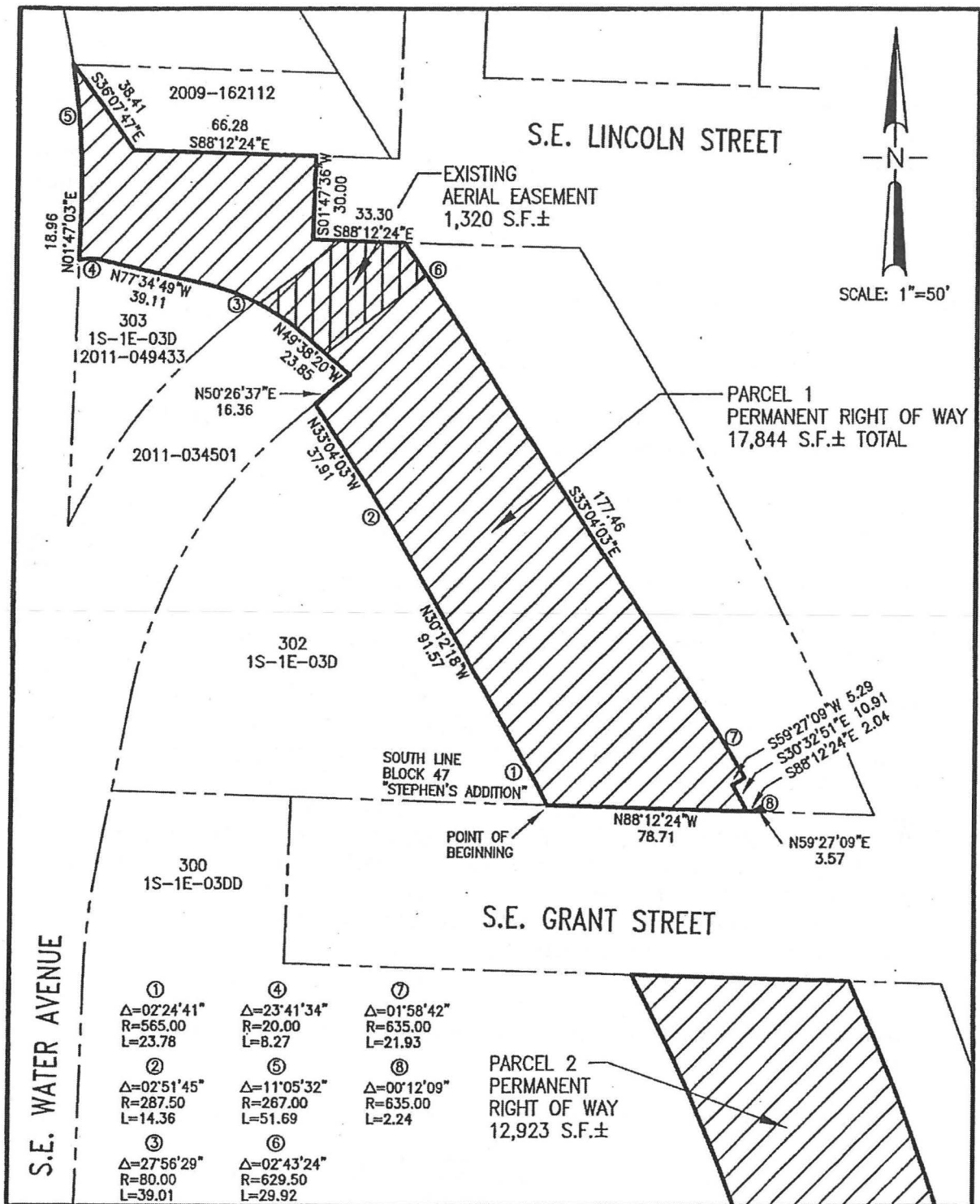
Beginning at a point on the south line of said Block 47, which point bears North, a distance of 899.08 feet, and West, a distance of 230.10 feet from the southeast corner of said Section 3; thence leaving said south line and running northwesterly along the arc of a 565.00 foot radius curve to the left (the radius point of which bears S.62°12'23"W.) through a central angle of 02°24'41", a distance of 23.78 feet (chord bears N.28°59'58"W., a distance of 23.78 feet); thence N.30°12'18"W., a distance of 91.57 feet to the point of curve left of a 287.50 foot radius curve; thence along the arc of said curve left through a central angle of 02°51'45", a distance of 14.36 feet (chord bears N.31°38'11"W., a distance of 14.36 feet); thence N.33°04'03"W., a distance of 37.91 feet to the easterly line of that property described in Document No. 2011-034501, Multnomah County Official Records; thence N.50°26'37"E. along said easterly line, a distance of 16.36 feet to the northeasterly corner of said Document No. 2011-034501 property; thence N.49°38'20"W. along the northerly line of said Document No. 2011-034501 property, a distance of 23.85 feet to the point of curve left of an 80.00 foot radius curve; thence along the arc of said curve left through a central angle of 13°54'26", a distance of 19.42 feet (chord bears N.56°35'33"W., a distance of 19.37 feet) to the northeasterly corner of that property described in Document No. 2011-049433, Multnomah County Official Records; thence northwesterly along the northerly line of said Document No. 2011-049433 property, on the arc of an 80.00 foot radius curve to the left, through a central angle of 14°02'03", a distance of 19.60 feet (chord bears N.70°33'47"W., a distance of 19.55 feet); thence continuing along said northerly line, N.77°34'49"W., a distance of 39.11 feet to the point of curve left of a 20.00 foot radius curve; thence continuing along said northerly line on the arc of said curve to the left, through a central angle of 23°41'34", a distance of 8.27 feet (chord bears N.89°25'36"W., a distance of 8.21 feet) to the northwesterly corner of said Document No. 2011-049433 property and the east line of S.E. Water Avenue; thence N.01°47'03"E. along said east line, a distance of 18.96 feet to the point of curve left of a 267.00 foot radius curve; thence continuing along said east line on the arc of said curve left through a central angle of 11°05'32", a distance of 51.69 feet (chord bears

N.03°44'51"W., a distance of 51.61 feet) to the southwesterly line of that property described in Document No. 2009-162112, Multnomah County Official Records; thence S.36°07'47"E. along said southwesterly line, a distance of 38.41 feet to the westerly extension of the centerline of S.E. Lincoln Street; thence S.88°12'24"E. along said extended centerline, a distance of 66.28 feet to the northerly extension of the east line of said Block 34; thence S.01°47'36"W., a distance of 30.00 feet to the northeast corner of said Block 34; thence S.88°12'24"E. along the north line of vacated S.E. 3rd Avenue, a distance of 33.30 feet; thence leaving said north line and running southeasterly along the arc of a 629.50 foot radius nontangent curve to the right (the radius point of which bears S.54°12'33"W.) through a central angle of 02°43'24", a distance of 29.92 feet (chord bears S.34°25'45"E., a distance of 29.92 feet); thence S.33°04'03"E., a distance of 177.46 feet to the point of curve right of a 635.00 foot radius curve; thence along the arc of said curve right through a central angle of 01°58'42", a distance of 21.93 feet (chord bears S.32°04'42"E., a distance of 21.93 feet); thence S.59°27'09"W., a distance of 5.29 feet; thence S.30°32'51"E., a distance of 10.91 feet to the south line of said Block 47; thence S.88°12'24"E. along said south line, a distance of 2.04 feet; thence leaving said south line, N.59°27'09"E., a distance of 3.57 feet to a point of nontangent curvature; thence southeasterly along the arc of a 635.00 foot radius curve to the right (the radius point of which bears S.59°59'38"W.) through a central angle of 00°12'09", a distance of 2.24 feet (chord bears S.29°54'18"E., a distance of 2.24 feet) to the south line of said Block 47; thence N.88°12'24"W. along said south line, a distance of 78.71 feet to the Point of Beginning.

The tract of land to which this description applies contains 17,844 square feet, more or less.

Bearings are based on the Oregon Coordinate System of 1983, north zone.





| | | | | | |
|---|--|--------------|------------|------------|--|
| TRIMET CAPITAL PROJECTS AND FACILITIES DIVISION 710 N.E. HOLLADAY STREET PORTLAND, OREGON 97232 | EXHIBIT B1 PORTLAND TO MILWAUKIE LRT TRIMET FILE NO. 4501 CITY OF PORTLAND RW #7358-3569 | | | | 17355 S.W. BOONES FERRY ROAD LAKE OSWEGO, OREGON 97035 (503)635-3618 FAX (503)635-5395 |
| | DATE | REVISION NO. | DRAWN BY | CHECKED BY | |
| | 3/2/2012 | 003 | J. CARLSON | G. PAUL | |
| | | | | | |

Jack Carlson
Otak, Inc.
3/2/2012

RW #7358-3569

OMSI
SE Water Avenue
1S1E03DD 300

EXHIBIT A2

Parcel 2 – PERMANENT RIGHT OF WAY

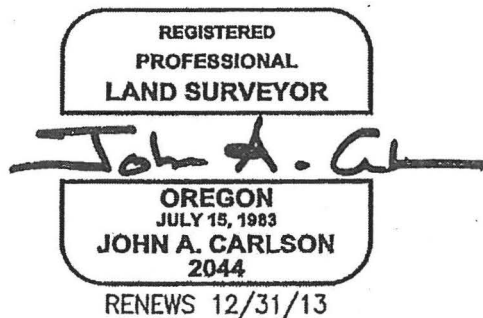
A tract of land lying in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, to wit:

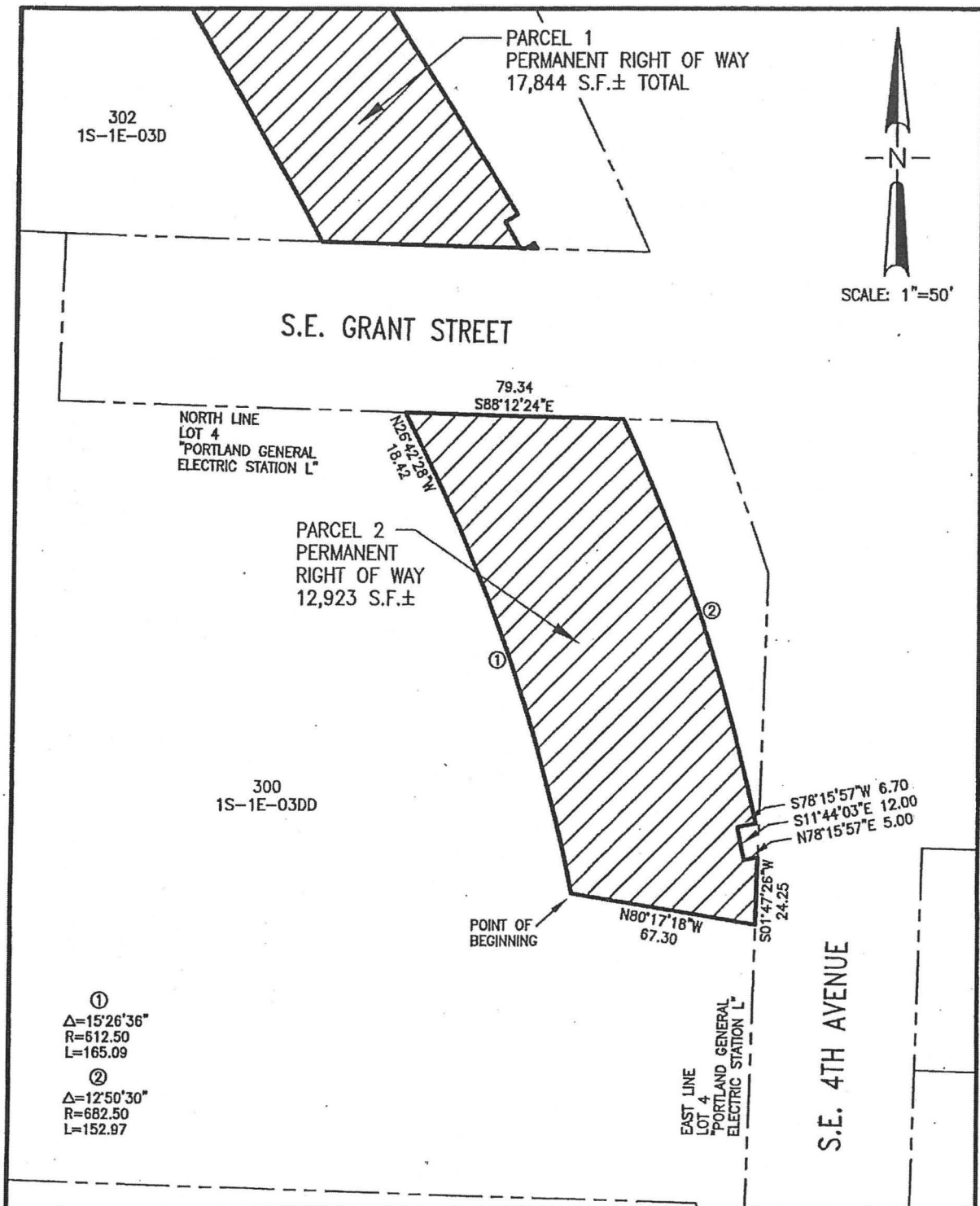
That portion of Lot 4, PORTLAND GENERAL ELECTRIC STATION L described as follows:

Beginning at a point which bears North, a distance of 665.99 feet, and West, a distance of 137.47 feet from the southeast corner of said Section 3; thence northwesterly along the arc of a 612.50 foot radius nontangent curve to the left (the radius point of which bears S.78°44'08"W.) through a central angle of 15°26'36", a distance of 165.09 feet (chord bears N.18°59'10"W., a distance of 164.59 feet); thence N.26°42'28"W., a distance of 18.42 feet to the north line of said Lot 4; thence S.88°12'24"E. along said north line, a distance of 79.34 feet to a point of nontangent curvature; thence southeasterly along the arc of a 682.50 foot radius curve to the right (the radius point of which bears S.64°55'17"W.) through a central angle of 12°50'30", a distance of 152.97 feet (chord bears S.18°39'28"E., a distance of 152.65 feet); thence S.78°15'57"W., a distance of 6.70 feet; thence S.11°44'03"E., a distance of 12.00 feet; thence N.78°15'57"E., a distance of 5.00 feet to the east line of said Lot 4; thence S.01°47'26"W. along said east line, a distance of 24.25 feet to a point which bears S.80°17'18"E. from the Point of Beginning; thence N.80°17'18"W., a distance of 67.30 feet the Point of Beginning.

The tract of land to which this description applies contains 12,923 square feet, more or less.

Bearings are based on the Oregon Coordinate System of 1983, north zone.





TRIMET

CAPITAL PROJECTS
AND
FACILITIES DIVISION

710 N.E. HOLLADAY STREET
PORTLAND, OREGON 97232

EXHIBIT B2
PORTLAND TO MILWAUKIE LRT
TRIMET FILE NO. 4501
CITY OF PORTLAND RW #7358-3569

| DATE | REVISION NO. | DRAWN BY | CHECKED BY |
|----------|--------------|------------|------------|
| 3/2/2012 | 003 | J. CARLSON | G. PAUL |



17355 S.W. BOONES FERRY ROAD
LAKE OSWEGO, OREGON 97035
(503)635-3618 FAX (503)635-5395

EXHIBIT 6

Grantor's Name and Address:

Oregon Museum of Science & Industry
1945 SE Water Avenue
Portland, OR 97214

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that **Oregon Museum of Science & Industry**, an Oregon nonprofit corporation ("Grantor"), for other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon ("City"), does hereby grant unto said City, which purchases pursuant to its eminent domain power and authority a temporary easement for the purpose of supporting construction activities associated with the New SE Water Avenue Project ("Project"), through, under, over and along the following described parcel ("the Easement Area"):

As legally described on Exhibit A and depicted on Exhibit B attached hereto and by this reference made a part hereof.

Contains 829 square feet, more or less.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of approximately twelve (12) months, commencing no earlier than July 1, 2012 and terminating no later than July 1, 2013.
- B. City shall maintain access to Grantor's remainder property.
- C. City will remove the existing asphalt roadway that was constructed in the Easement Area prior to this Project and will return the surface to a level grade. Any further restoration work to the Easement Area will be governed by prior agreements between Grantor and the Bureau of Environmental Services.
- D. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.

R/W # 7358-3569

IS1E03D TL 302

After Recording Return to:

Dee A. Walker, City of Portland

1120 SW 5th Avenue, 8th Floor

Portland, OR 97204

Tax Statement shall be sent to: No Change

- E. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of the City.
- F. Grantor represents and warrants that it has the authority to grant this easement.
- G. Grantor agrees that the consideration recited herein is just compensation paid by City for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- H. City, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.
- I. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, City shall hold harmless, indemnify and defend Grantor and the State of Oregon, acting by and through its Department of Energy and their officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of City, its officers, employees, or agents within the Easement Area.
- J. City shall require its contractor to, while working within the Easement Area, name Grantor and the State of Oregon, acting by and through its Department of Energy, as additional insureds on the general liability insurance with respect to the Easement Area.
- K. Pursuant to the Memorandum of Understanding signed by Grantor on February 18, 2011, compensation for the property rights granted to the City will be in the form of credits in the Innovation Quadrant Transportation System Development Charge Overlay Credits Program (TSDC). The amount of TSDC credits for the property rights is \$2,736.
- L. TSDC Credits will be issued to Grantor upon substantial completion of new SE Water Avenue.

The remainder of this section is intentionally left blank.

IN WITNESS WHEREOF, Oregon Museum of Science & Industry, an Oregon nonprofit corporation, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by Nancy Stueber as President, this 24th day of October 24, 2012.

OREGON MUSEUM OF SCIENCE AND INDUSTRY

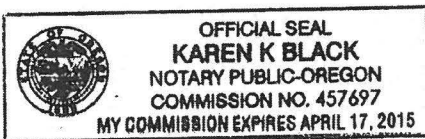
An Oregon non-profit corporation

Nancy Stueber
Signature
Nancy Stueber
Name (print)
President
Title

STATE OF OREGON

County of Multnomah

This instrument was acknowledged before me on October 24th, 2012, by Nancy Stueber as President of Oregon Museum of Science & Industry, an Oregon non-profit corporation.



Karen K. Black
Notary Public for OREGON
My Commission expires April 17, 2015

APPROVED AS TO FORM:

[Signature]
City Attorney

APPROVED:

Bureau Director or designee

Jack Carlson
Otak, Inc.
3/2/2012

RW #7358-3569

OMSI
SE Water Avenue
1S1E03D 302

Exhibit "A"

TEMPORARY CONSTRUCTION EASEMENT

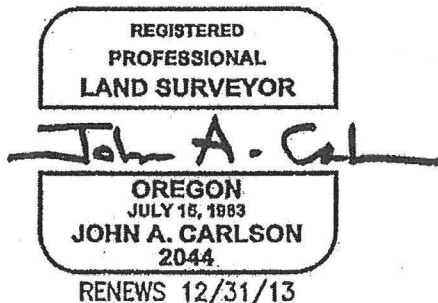
A strip of land, 5.00 feet wide, lying in the southeast one-quarter of Section 3, Township 1 South, Range 1 East, Willamette Meridian, Multnomah County, Oregon, being a portion of Blocks 34 and 47, STEPHEN'S ADDITION TO EAST PORTLAND, and that portion of vacated S.E. 3rd Avenue inuring thereto, the right (northeasterly) sideline of said strip being more particularly described as follows:

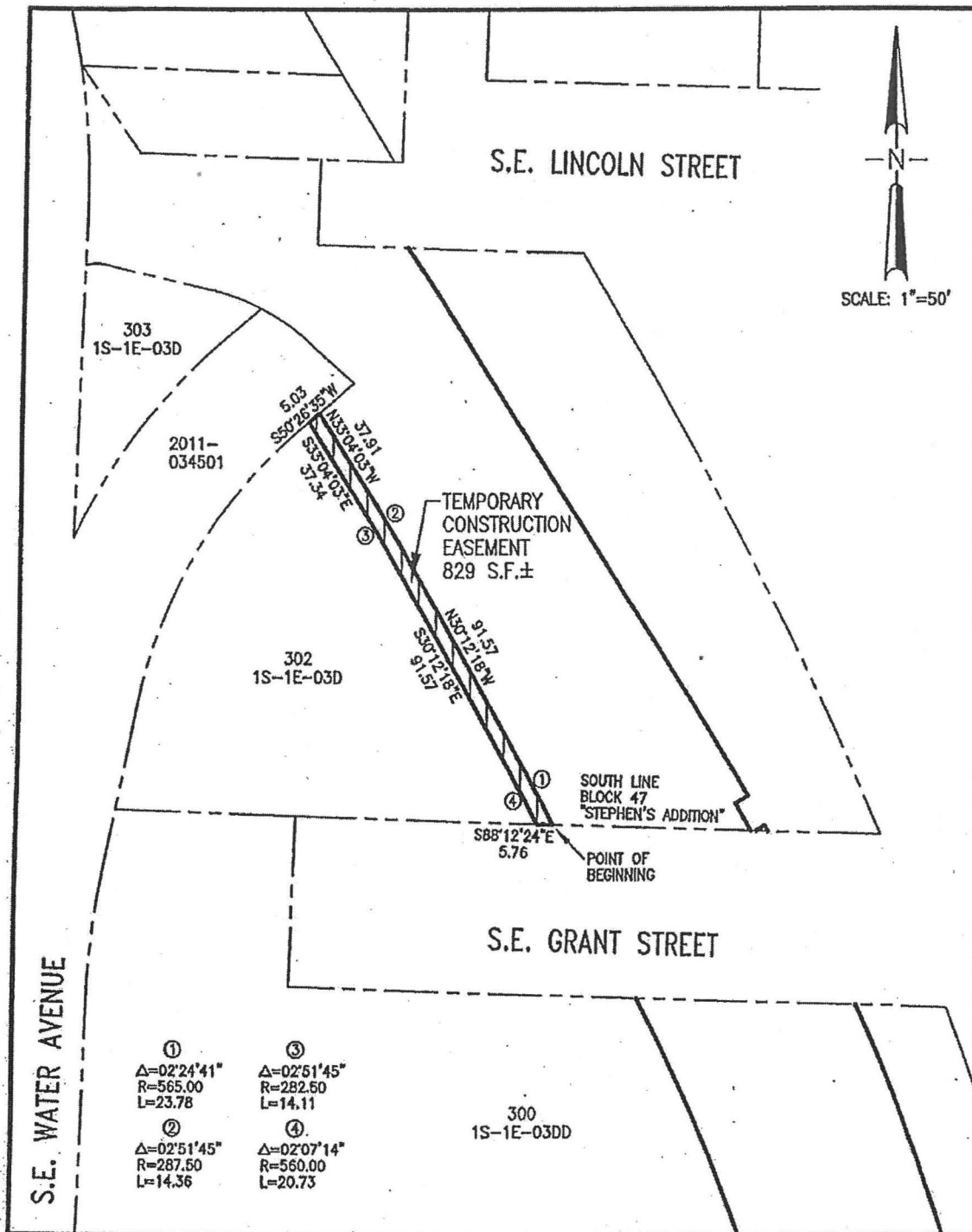
Beginning at a point on the south line of said Block 47, which point bears North, a distance of 899.08 feet, and West, a distance of 230.10 feet from the southeast corner of said Section 3; thence leaving said south line and running northwesterly along the arc of a 565.00 foot radius curve to the left (the radius point of which bears S.62°12'23"W.) through a central angle of 02°24'41", a distance of 23.78 feet (chord bears N.28°59'58"W., a distance of 23.78 feet); thence N.30°12'18"W., a distance of 91.57 feet to the point of curve left of a 287.50 foot radius curve; thence along the arc of said curve left through a central angle of 02°51'45", a distance of 14.36 feet (chord bears N.31°38'11"W., a distance of 14.36 feet); thence N.33°04'03"W., a distance of 37.91 feet to the easterly line of that property described in Document No. 2011-034501, Multnomah County Official Records, and the terminus of this line.

The left (southwesterly) sideline of said strip shall be lengthened or shortened as necessary to meet the south line of said Block 47, and the easterly line of said Document No. 2011-034501 property.

The tract of land to which this description applies contains 829 square feet, more or less.

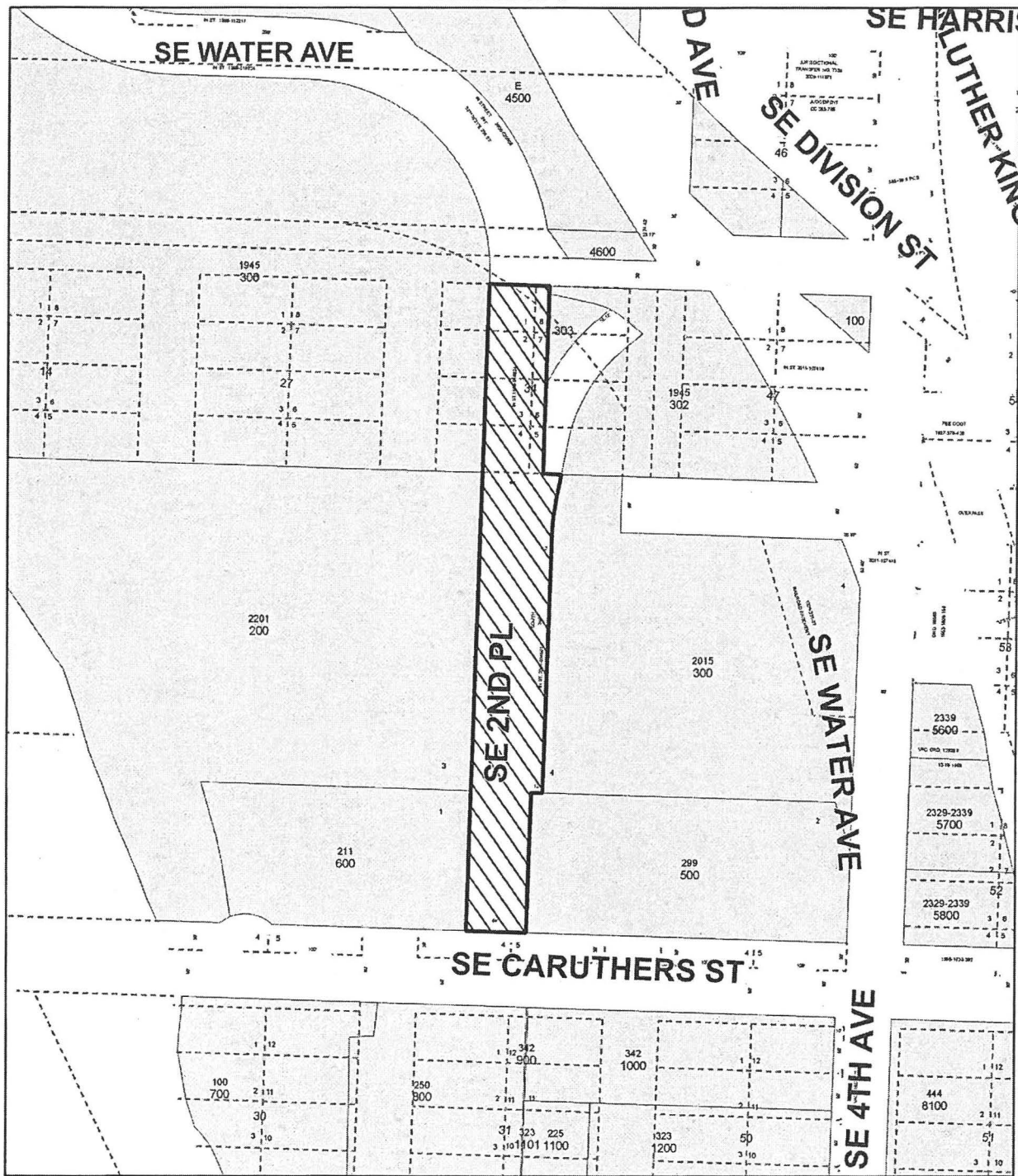
Bearings are based on the Oregon Coordinate System of 1983, north zone.





| | | | | | | |
|---|--|------------------------|-----------------------|------------------------|-----------------------|--|
| <p>TRIMET</p> <p>CAPITAL PROJECTS AND FACILITIES DIVISION</p> <p>710 N.E. HOLLADAY STREET PORTLAND, OREGON 97232</p> | <p>EXHIBIT B PORTLAND TO MILWAUKIE LRT</p> <p>TRIMET FILE NO. 4501 CITY OF PORTLAND RW #7358-3569</p> <table border="1"> <tr> <td>DATE 3/2/2012</td> <td>REVISION NO. 003</td> <td>DRAWN BY J. CARLSON</td> <td>CHECKED BY G. PAUL</td> </tr> </table> | DATE 3/2/2012 | REVISION NO. 003 | DRAWN BY J. CARLSON | CHECKED BY G. PAUL | <p>otak</p> <p>17355 S.W. BOONES FERRY ROAD LAKE OSWEGO, OREGON 97035 (503)635-3618 FAX (503)635-5395</p> |
| DATE 3/2/2012 | REVISION NO. 003 | DRAWN BY J. CARLSON | CHECKED BY G. PAUL | | | |

Exhibit 7



Rename a portion of SE Water Avenue

Section: 1S1E03DD

RWA # 7358



Portion to be renamed "SE 2nd Place"



1 inch = 150 feet